

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Southern District

ALLSTATE INSURANCE COMPANY)
PO BOX 29500)
ROANOKE, VIRGINIA 24018)
a/s/o Mashhood Esfanaji)

Plaintiffs)

v.)

THE UNITED STATES of AMERICA)
OFFICE OF THE ATTORNEY GENERAL)
s/o Mike Mukasey)
Office of the Attorney General)
U.S. Department of Justice)
950 Pennsylvania Avenue, NW)
Washington, DC 20530-0001)

and)

UNITED STATES ATTORNEY)
FOR THE DISTRICT OF MARYLAND)
s/o Rod Rosenstein)
36 S. Charles Street 4th Floor)
Baltimore, MD 21201)

and)

JOSEPH ALVIN MALCOLM JR.)
113 Robin Hood Road)
Havre De Grace Maryland 21078)

and)

JILL MARIE LEE)
2018 Brown Court)
Edgewood MD 21040)

Defendants)

Case No.

COMPLAINT

Mashhood Esfanaji ("Esfanaji") t/o/u & t/o/o Allstate Insurance Company, Plaintiffs, by and through their attorneys, Charles J. Fratus, sue Department of the Army, ("Army"), Joseph A. Malcolm Jr. ("Malcolm") and Jill Marie Lee ("Lee") Defendants, and for the cause of action

state:

Introduction

1. This is a subrogation action to recover monies paid by Allstate Insurance Company to its insured pursuant to an automobile insurance policy and as a result of damage caused to the insured vehicle in the course of motor vehicle collision.

Factual Allegations

2. That on or about August 22, 2008, a vehicle owned and lawfully operated by Plaintiff Esfanaji, was traveling eastbound in the far left hand lane on I-70 at or near its intersection with Rolling Road in Baltimore, Maryland.

3. That the vehicle owned by the Army and operated by its agent, servant or employee, Hoover, was traveling behind a vehicle owned by Malcolm and operated by Lee who was traveling directly behind Plaintiff's vehicle.

4. That an unknown vehicle stopped to make a turn into the emergency cross over causing Plaintiff and Lee to come to a stop.

5. That the Army's agent, servant or employee failed to pay full time and attention and rear ended Lee's vehicle which in turn forced her vehicle to rear end Plaintiff's vehicle causing Plaintiff's vehicle to strike the guard rail and Lee's vehicle to travel through the emergency cross-over.

COUNT I-NEGLIGENCE

6. Allstate incorporates paragraphs 1-5 of the Complaint as if fully set forth herein.

7. Defendants operated their vehicles in a negligent and careless manner by, among other things, failing to keep a proper lookout, failing to maintain proper control of the motor vehicle, failing to take such other further and evasive action to avoid the collision aforesaid when in the exercise of due care and caution he could have and should have done so.

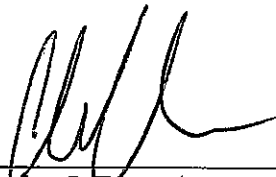
8. Defendants had a duty of care to operate their vehicles in a safe and proper manner.

9. Defendants breached that duty of care by failing to operate their vehicles in a safe and proper manner at the time and place of the accident that is subject of this suit.

10. Defendants negligence proximately caused significant, substantial, and permanent damage to the property of Esfanaji. Esfanaji asserts that all of this loss and damage was the direct result of Defendant's negligence, without any contributory negligence by Esfanaji.

11. Plaintiff Mashhood Esfanaji had in effect a policy of insurance with Allstate Insurance Company. Allstate Insurance Company joins herein to protect its subrogated interest in this matter.

WHEREFORE, Plaintiff, Allstate Insurance Company, demands judgment against Defendants in the amount of \$5,588.00 inclusive of Plaintiff's deductible, plus interest, costs and attorney's fees.



Charles J. Fratus/13169
721 Melvin Avenue
Annapolis Maryland 21401
Attorney for Plaintiffs
410-295-7100